



# **Shelby County Tennessee**

Mark H. Luttrell, Jr. Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: July 29, 2013*

**Due: August 16, 2013 no later than 4:00 P.M. (Central Standard Time)**

### ***RFP # 14-007-01***

### **VOICE AND DATA CABLE SERVICES (Division of Information Technology Services)**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide Voice and Data Cable Services to Shelby County Government. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 4:00 p.m. on August 16, 2013.** Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

**The package containing the an original (clear identified as original) eight (8) copies and two (2) digital CD's of your proposal must be sealed and marked with the Proposers name and "CONFIDENTIAL, "Data and Cable Services" RFP # 14-007-01" noted on the outside.**

Sincerely,

Nelson Fowler, Manager A  
Purchasing Department Shelby County Government

cc: John Halbert, Chief Information Officer  
Lee Wessels, Administrator - Information Technology  
Jeff Yallope, Manager – Customer Support & Telecommunications

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Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

## I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from qualified firms to supply Voice and Data Cable Services for the County (the “Services”). This Request for Proposal (“RFP”) is being released to invite qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

### **All Proposers must:**

1. Have all appropriate licenses and certifications required to perform low voltage cabling services in the State of Tennessee and provide copies of same.
2. Provide a BICSI Registered Communications Distribution Designer (RCDD) as requested to assist with complex cable system planning and deployment.
3. Provide three (3) reference accounts for Category 5e cabling jobs that their organization has completed within the last twelve (12) months (see Attachment 2).
4. Provide three (3) reference accounts for fiber-optic cabling jobs that their organization has completed within the last twelve (12) months (see Attachment 2).
5. Provide three (3) reference accounts for outside plant cabling jobs that their organization has completed within the last twenty-four (24) months (see Attachment 2).
6. Respond fully to the attached pricing schedule (see Attachment 3).
7. Demonstrate to the County’s satisfaction, prior to award, that it has the financial capability, resources, manpower and equipment to perform the Services effectively.
8. Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
9. Firms located within the boundaries of Shelby County must have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerk’s Office.
10. Have a current EOC number or have at least applied for an EOC number at the moment of the bid opening.
11. Adhere to all Title VI requirements and provide proof/documentation if necessary.
12. Provide a written statement of compliance to Title VI in your bid response.
13. The successful contractor must provide a **Performance Bond** in the amount of fifty (50%) percent of the amount of the contract.

***Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.***

***You can access the online applications to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). To obtain a vendor number and an EOC number, please follow the instructions below:***

### **Vendor Number (Purchasing Department)**

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are accepted online only.*)

### **Equal Opportunity Compliance (EOC) Number (EOC Administration Office)**

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

*If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.*

## **III CORRESPONDENCE**

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 222-2250**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Friday, August 2, 2013 by 12:00 p.m. (CST).*** These guidelines for communication; have been established to ensure a fair and equitable process for all respondents.

***Note: All written questions submitted by the deadline indicated above will be answered and submitted to the respondent via email.***

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

## **III. PROPOSAL SUBMISSION & DEADLINE**

All proposals must be received at the address listed above no later than **4:00 PM, August 16, 2013**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures.

Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

#### **IV. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Monday, July 29, 2013
Proposal Due Date	Friday, August 16, 2013 by 4:00 pm
Notification of Award	September, 2013

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### **V. PROPOSAL CONDITIONS**

##### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

##### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

##### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

##### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

##### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

##### **f. Proposal Validity**

Proposals submitted hereunder will be firm for at least sixty (90) calendar days from the due date unless otherwise qualified.

**g. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and

quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
  - b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
  - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
  - d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
- (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
- (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
- (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Local ly Owned Small Business Purchasing Program within the intent of this ordinance.
- (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

#### **h. Disclosure of Proposal Contents**

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.



## **VI. GENERAL REQUIREMENTS**

### **Background**

The County's Information Technology Services Department (ITS) is currently responsible for managing and operating over 5,500 telephones and 4,000 data nodes.

To support connectivity to and between these systems, the County has adopted a combination of Category 3, unshielded twisted pair, legacy voice station cable and Category 5e, unshielded twisted pair, data station and IP-Telephony cable as its standards. Northern Telecom BIX frames have been adopted as standard for all voice IDF and MDF frames. In certain instances on-campus system connectivity is supported using fiber optic cable, either multi-mode or single mode as dictated by the application.

Horizontal and vertical Category 3, unshielded twisted pair, riser cables connect the voice IDF's to the voice MDF's within buildings, as applicable. Horizontal and vertical multimode or single mode fiber optic riser cables connect data IDF's to the data MDF's within buildings as applicable. The County's voice and data systems operate in a multi-building environment and require the installation of underground conduit systems and waterproof underground, feeder cables or aerial cables, as appropriate, for interconnection of the buildings.

#### **a. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

The County intends to select a qualified, local cable contractor to provide voice and data cabling services as outlined in this RFP for all County cable projects estimated to be under fifty thousand (\$50,000.00) dollars. All cable projects estimated over fifty thousand dollars (\$50,000.00) will be bid according to existing county purchasing guidelines.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

#### **b. Project Time Frame**

The term of the contract will be three (3) years, with the option to renew for two (2) additional one (1) year periods.

### **c. Reservation of Right**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

### **d. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

## **VIII AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The award may go to more than one respondent depending on response

## **IX PURPOSE**

It is the intent of the County to award a contract to a qualified local voice and data cable contractor to provide the work and services as described in this RFP. The selected cable contractor must demonstrate responsiveness to meet compressed installation schedules for any and all types of work described in the RFP. The selected contractor must show evidence of having the required licenses, certifications, manpower and equipment available to respond to all work requests and emergencies by the County.

### **Services Required**

Due to on-going renovation of existing buildings and construction of new buildings, and the re-location of County departments within and between buildings, the County frequently requires the services of a qualified local voice and data cable contractor to install new or re-arrange existing cable facilities. The County seeks qualified bids to install voice and data cable on an "as needed basis" throughout a predefined contract term. Services required include both inside wiring and outside plant cable construction for voice and data systems connectivity throughout Shelby County.

### **1. General Requirements**

- A. The Contractor shall provide Shelby County with project drawings and not-to-exceed quotes for requested work, including a breakdown of the total proposed cost by materials, labor, testing and other cost items within 3 business days unless more time is authorized by the County. See Attachment (4) for explanation of Cabling Process.
- B. Prior to a site visit, drawings or floor plans will be provided by the County to the Contractor when available. If none are available, the contractor is responsible for producing rudimentary floor-plan drawings of the areas in question during the site visit. The Contractor will then indicate the types, desired quantities, and locations of cables specified by the Requesting Department's liaison. A copy of

this drawing will be forwarded to the Requesting Department with the price quote. Post installation, the Contractor will make written notes on the drawings or floor plans indicating:

- i. The actual quantity, placement, and labeling of cables installed during the project.
  - ii. The locations and types of all splices installed during the project.
  - iii. The locations, sizes, types, and capacities of pull boxes, junction boxes, man-holes, conduits, raceways, etc. that are installed during the project.
  - iv. The annotated drawings (aka. "As-Built") shall be given to Shelby County ITS upon completion of the project.
- C. The Contractor shall provide accurate and detailed billing information on all invoices to the County, detailing the actual labor and materials costs for all work completed.
- D. All work performed by the Contractor shall comply with generally accepted industry standards for voice and data cable installation, the product manufacturer's specifications and (as appropriate):
  - i. Building Industry Consulting Service International (BICSI) Telecommunication Distribution Methods Manual (latest issue).
  - ii. National Electric Code (latest issue).
  - iii. Federal Communications Commission (FCC).
  - iv. The Institute of Electrical and Electronic Engineers (IEEE).
  - v. Electronic Industries Association (EIA)
  - vi. International Telecommunication Union (ITU).
  - vii. American National Standards Institute (ANSI).
- E. All work performed by the Contractor shall conform with all requirements of City, County, State and Federal codes and ordinances and shall be subject to inspection and approval of such authorities. If, upon inspection, deficiencies are found, the Contractor shall immediately correct said deficiencies at the Contractor's expense.
- F. The Contractor must provide a BICSI Registered Communications Distribution Designer (RCDD) as requested to assist with complex cable system planning and deployment.
- G. The Contractor's on-site lead technician(s) for all requested UTP projects must have a minimum of one-year experience installing Cat5e cabling systems.
- H. The Contractor's on-site lead technician(s) for all fiber-optic projects must have a minimum of one-year experience installing fiber-optic cabling systems.
  - i. The Contractor's technician(s) that will be terminating fiber-optic cables must have a minimum of one-year experience terminating fiber with Corning UniCam connectors.

- I. All materials furnished by the Contractor shall be new and as specified by the County.
- J. The Contractor shall furnish and install necessary materials, such as racks, tie wraps, hangers, supports, clamps, or brackets as required to ensure a neat installation.
- K. Routine repair and replacement service will be performed by the Contractor between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding County holidays. Repair technicians will be dispatched typically within four (4) hours of standard repair requests, but not to exceed twenty-four (24) hours.
- L. Emergency repair and replacement service will be performed by the Contractor without regard to the time of day or the day of week. Repair technicians will be dispatched typically within one (1) hour of the repair request, but not to exceed two (2) hours. An emergency shall be deemed to exist when, in the opinion of the County, problems in the cabling system interfere with the normal operation of County business. The County will use reasonable judgment in determining when an emergency exists.
- M. The Contractor shall be responsible for the shipping, handling and storage of all materials during the installation process and shall protect all materials from fire, theft and other losses, including acts of God. Risk of loss will pass to the County upon completion and sign off of all work ordered by the County.
- N. The County will not be responsible for the cost of travel to and from County work sites or any lodging expenses incurred by the Contractor for its employees or subcontractors in performing any services outlined in the agreement. In addition, no hourly labor charges for travel from employees' residence or Contractor's office to the County work site will be allowed.

## **2. General Cabling Specifications**

### **A. Indoor**

- a. The Contractor shall supply the materials and labor to install and test voice and data station and riser cables within buildings.
- b. The Contractor shall supply the materials and labor to install, modify, rearrange or test voice or data frames, including cross-connects, cable splices, terminations and other related voice and data cabling services.
- c. All voice and data station cables will be installed using Contractor provided or County provided conduits, or routed and concealed above the lift-out ceiling grids and down through hollow walls to the desired jack location. Exposed surface wiring will be allowed only as a last option and must be approved by the County in advance.

## **B. Outdoor**

- a. The Contractor shall supply the materials and labor to install and test voice and data cabling systems (copper and fiber-optic) in and between buildings including all required outside plant construction.
- b. All voice and data cable installed in conduits, underground routes, or by attachment to poles between buildings shall be installed without splices, unless specifically approved by the County in advance of installation.
  - i. If an underground splice is approved, splice is to be installed in a manhole/pull-box and labeled on both ends with a waterproof, permanent label indicating cable ID, date of splice, and Contractor information.
- c. If the Contractor is required to direct-bury any cable or is required to install underground conduit systems, the Contractor shall be responsible for locating all utilities prior to excavation, including placing a phone call to the local 1-800 utility locator service. Any utilities or other facilities damaged by the Contractor shall be the Contractor's sole responsibility. Costs incurred to repair the damaged facilities will be paid by the Contractor.
- d. If the Contractor is required to do excavation in performance of requested work, the Contractor shall be responsible for securing, on behalf of the County, any permits required to cross public right of ways and to comply with any traffic regulations as set forth in the permit. The Contractor will provide all signs, cones, and traffic safety devices required for the performance of the work and compliance with the permit granted.
- e. Unless otherwise specified by the County, the Contractor shall restore all excavation work to its original condition that existed prior to the excavation start. Restoration includes replacement of concrete, blacktop, sod, shrubbery, etc, as required to restore the site to its former condition in all respects.
- f. If the Contractor is required to install underground or direct buried cable (copper or fiber-optic) the Contractor shall install a locator wire and appropriate above ground buried cable markers.
- g. If any assignment dictates that the Contractor is required to penetrate any exterior building walls, foundations, or manholes, the Contractor shall seal such holes and make them waterproof according to accepted industry standards and shall be approved by Shelby County Support Services.
- h. The Contractor shall provide the materials and labor for other miscellaneous or special voice or data cabling services that the County may request, that may fall outside specifications listed in the RFP.

- i. The Contractor shall provide underground cable locate service for County-owned telephone and data cables which would not otherwise be identified by local locate services.

### **3. Voice Cable System Specifications**

- A. All Category 3 cables shall be installed to manufacturer's specification.
- B. All Category 3 horizontal cables are to be installed as "concealed wiring", inside of the wall unless otherwise specified by the County.
- C. All Category 3 horizontal cables are to be routed from the telecommunications outlets to the designated distribution closet or equipment room, through dropped ceiling spaces, suspended from J-hooks. Cables routed through non-concealed areas will be installed in wire raceway or conduit unless otherwise specified by the County.
- D. All Category 3 cables routed through closet spaces are to be securely fastened to walls and/or cable supports, and routed so as not to impede the maintenance of installed cables or the installation of additional cables.
- E. All Category 3 cable to be installed will be Mohawk / CDT Category 3 cable unless otherwise specified by the County. The outer jacket will be either PVC or Plenum (fire-rated), depending on fire code requirements.
- F. All Category 3 cables are to be terminated at the distribution closet on BIX termination blocks, wired to Bell System Practices.
- G. All Category 3 cables are to be terminated at the telecommunications outlets with Leviton QuickPort, 6-wire USOC Cat-3 jacks (part number 41106-RA6), installed in flush mount wall plates unless otherwise specified by the County.
- H. The Contractor shall provide BIX frames, termination blocks, rings and designation strips at all Intermediate Distribution Frames (IDF's) and Main Distribution Frames (MDF's).
  - a. Since all County buildings currently use BIX systems, the Contractor will not substitute other manufacturer's products without the County's prior written approval. The Contractor will provide all miscellaneous materials and labor for cross-connects at the MDF or IDF, as required by the County.
- I. All voice riser cable (both horizontal and vertical) within buildings between MDF and IDF will be PVC or Plenum (fire-rated), Category 3, unshielded twisted pair, copper cable, as appropriate, in an industry-standard pair size. Conditions may require the Contractor to

provide fire-rated metal conduits for installation of voice riser cable in areas where required to meet fire codes.

- J. All underground voice feeder cable, either direct-buried or installed in Contractor provided or County provided conduits, between any building MDF or IDF and a remote building IDF will be a waterproof, jelly-filled, gopher-proof, shielded, bonded, ASP sheath, Category 3, unshielded twisted pair, copper cable in a standard industry pair size as dictated by the County's requirements.
  - a. All underground waterproof jelly-filled cable shall terminate into industry standard splice cases at each terminating end and pigtail cables will be provided from the splice case to the gas tube termination blocks. If any cable run requires a cable splice due to distance limitations, then the Contractor shall provide a waterproof, jelly-filled splice case.
- K. All aerial voice feeder cable between any building MDF or IDF and the Remote building IDF shall be air-core, self-supported, with an extra strength stranded steel messenger, Category 3, unshielded twisted pair, copper cable in an industry-standard pair size as dictated by the County's requirements.
  - a. The cable may be attached to County buildings, County-provided poles, Contractor provided poles, or MLGW poles (if approved by MLGW). The Contractor shall furnish all brackets, hangers and mounting devices as required.
- L. All direct-buried, underground and aerial voice feeder cable between buildings shall have lightning protection devices installed at each terminating end to protect County-owned equipment and personnel using the equipment from excessive voltage from foreign power sources, including lightning.
  - a. The Contractor shall provide Lucent brand (or equivalent) building entrance gas terminals in a quantity identical to the pair sizes as the feeder cable being terminated and shall provide Lucent gas tubes. All voice feeder cables referenced above terminating into the building entrance gas terminals shall be cross-connected to the IDF or MDF frame, as appropriate. Splice cases will be used on all jelly-filled cable to splice cable to pigtails provided with the gas protection terminals.
- M. The Contractor may be required to install other types of voice riser or feeder cable, based on the County's need, including, but not limited to "T-Screen" copper cable to support 1.544 MB (T-1) service or fiber optic cable.
- N. The Contractor shall install all grounding for voice and data cable systems in accordance with the requirements of the latest edition of the National Electric Code, TIA/EIA 607 and the product manufacturer's specifications as applicable.
- O. All cables are to be labeled at both ends in accordance with the cable numbering system specified by the County.

- a. Cable labels are to be “permanent labels”, printed legibly with permanent ink, affixed to BIX labels, fiber distribution enclosures, wall plates, surface mount housings, and other telecommunications outlets, such that each Cable-ID is visible, readable, and clearly associated with its respective connector.
  - b. Fiber-optic cables (external jackets) are to be labeled within two feet (2’) of, but external to, each fiber distribution enclosure.
- P. Site review(s) will be conducted after the completion of all work requested.
  - a. A representative(s) of the Contractor and of the County will conduct the review(s) utilizing a copy(s) of the Completion of Work Checklist (see Attachment 1).
  - b. The Completion of Work Checklist(s) will serve as the punch-list(s) of items to be addressed prior to acceptance (see Attachment 1).

#### **4. Data Cable System Specifications**

- A. All Category 5e cables shall be installed to manufacturer’s specification.
- B. All Category 5e horizontal cables are to be installed as “concealed wiring”, inside of the wall unless otherwise specified by the County.
- C. All Category 5e horizontal cables are to be routed from the telecommunications outlets to the designated distribution closet or equipment room, through dropped ceiling spaces, suspended from J-hooks. Cables routed through non-concealed areas will be installed in wire raceway or conduit unless otherwise specified by the County.
- D. All Category 5e cables routed through closet spaces are to be securely fastened to walls and/or cable supports, and routed so as not to impede the maintenance of installed cables or the installation of additional cables.
- E. All Category 5e cable to be installed will be Mohawk / CDT Category 5e cable unless otherwise specified by the County. The outer jacket will be either PVC or Plenum (fire-rated), depending on fire code requirements.
- F. All Category 5e cables are to be terminated at the distribution closet with Leviton GigaMax Cat-5e jacks, wired TIA-568B, and installed in 19” rack mounted patch panels unless otherwise specified by the County.



- G. All Category 5e cables are to be installed in sequence on patch panels, starting in upper left corner and continuing left to right, and top to bottom, with each subsequent cabling project continuing where the last project stopped.
- H. All Category 5e cables are to be terminated at the telecommunications outlets with Leviton GigaMax Cat-5e jacks wired TIA-568B, installed in flush mount wall plates unless otherwise specified by the County.
- I. All fiber-optic cables shall be installed to manufacturer's specification.
- J. Fiber-optic cables are to be installed in conduit or in innerduct suspended by J-hooks, unless other installation methods have been specified. Fiber-optic cables routed through non-concealed areas will be installed in wire raceway or conduit unless otherwise specified by the County.
- K. Fiber-optic cables routed through closet spaces are to be installed in innerduct or conduit. Innerduct or conduits are to be securely fastened to walls, and routed so as not to impede the maintenance of installed cables or the installation of additional cables.
- L. In any instance that the Contractor is required to install innerduct, where possible, multi-chamber innerduct shall be installed.
- M. All fiber-optic cable to be installed will be either Mohawk or Corning fiber-optic cable unless otherwise specified by the County.
- N. Fiber-optic cables are to be terminated in a 19" rack mountable fiber distribution enclosure, using appropriate fan-out kits and strain-relief, unless otherwise specified by the County.
  - a. Multimode fibers are to be terminated with single Corning UniCam ST connectors.
  - b. Single mode fibers are to be terminated with single Corning UniCam SC connectors.
- O. All racks are to be equipped with horizontal wire management modules, equivalent to Panduit WMPHF2E unless otherwise specified by the County.
  - a. One (1) horizontal wire management module will be installed beneath each 2U of patch panel.
  - b. One (1) horizontal wire management module will be installed beneath each piece of "stackable data distribution equipment."
  - c. One (1) horizontal wire management module will be installed beneath each fiber distribution enclosure.
- P. Floor-mounted 2-post racks are to be equipped with vertical wire management modules, equivalent to Panduit WMPV22E unless otherwise specified by the County.

- a. Two (2) vertical wire management modules will be installed on each side of the rack, such that the wire manager is flush with the top of the rack, with a total of eighty inches (80”) of wire management extending downward.
  - b. Open wire raceway (ladder rack) will be securely attached to the top of each floor-mounted rack and securely fastened to a wall of the closet.
- Q. The Contractor shall install all grounding for voice and data cable systems in accordance with the requirements of the latest edition of the National Electric Code, TIA/EIA 607 and the product manufacturer’s specifications as applicable.
- R. All cables are to be labeled at both ends in accordance with the cable numbering system specified by the County.
  - a. Cable labels are to be “permanent labels”, printed legibly with permanent ink, affixed to patch panels, fiber distribution enclosures, wall plates, surface mount housings, and other telecommunications outlets, such that each Cable-ID is visible, readable, and clearly associated with its respective connector.
  - b. Fiber-optic cables (external jackets) are to be labeled within two feet (2’) of, but external to, each fiber distribution enclosure.
- S. Testing
  - a. Category 5e cables (TIA-568-B “permanent link”) are to be certified using a TIA-568-B compliant Category 5e certification tester.
  - b. Fiber-optic cable fibers (strands) are to be tested bi-directionally for optical signal loss (attenuation) from connector to connector at the fiber distribution enclosures using a Noyes SMLP5-5 Multimode / Single mode Test Kit (or equivalent) certification tester.
  - c. Certification test results shall be provided to Shelby County Information Technology upon completion of the installation in spreadsheet format including all applicable information.
  - d. Contractor will possess, maintain, produce in a reasonable time frame the following fiber optic service equipment (or equivalent):
    - 1. Noyes SMLP5-5 Multimode / Single mode Test Kit or equivalent
    - 2. Visual Fault Locator
    - 3. Fluke OF-500-10 Optifiber Certifying OTDR with all necessary accessories or equivalent
    - 4. Corning X-75 or better Fusion Splicer
    - 5. Corning Unicam Termination Kit
- T. Site review(s) will be conducted after the completion of all work requested.

- a. A representative(s) of the Contractor and of the County will conduct the review(s) utilizing a copy(s) of the Completion of Work Checklist (see Attachment 1).
- b. The Completion of Work Checklist(s) will serve as the punch-list(s) of items to be addressed prior to acceptance (see Attachment 1).

## 5. Warranty

- A. The Contractor shall provide at no additional cost to the County, a twelve (12) month warranty for all materials and labor furnished by the Contractor in fulfillment of County-authorized work requests. Warranty coverage shall commence on the date of acceptance of the work by Shelby County. The remedy for breach of warranty shall be to require the Contractor to correct or replace any defects found in materials provided or for the correction of faulty workmanship.
- B. Throughout the term of this agreement, the County may utilize designated employees or its telephone PBX vendor for completion of moves, additions and changes. In no way does the use of designated County employees or the use of the County's PBX vendor void the warranty. The County shall be responsible for loss or damage to any work caused by negligent or improper performance of moves, additions and changes by such employee or vendor. If the Contractor is requested to place the cable system back into operation, or repair or replace material as a result of negligent work performed by County employees or its PBX vendor, the Contractor will correct the problem and render billing to the County at the agreed upon rates.
- C. Throughout the term of the agreement, the Contractor agrees to report, monitor and assist in the correction, with the County's PBX vendor, of any problems diagnosed as cable-related problems. In the event that the Contractor requests maintenance services from the PBX vendor and such services are not required and result in a service charge to the County, the Contractor agrees to pay such service charges.

## X CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### e. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct

becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination or Abandonment.

(a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of

remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents.

(a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority.

(a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the

state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

#### **A. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit



made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

**PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000**

***Minimum Limits of Insurance***

Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground property coverage if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

**B. Right to Monitor and Audit**

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## XI PROPOSAL SUBMISSION

### A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on Friday, August 16, 2013 at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.

### B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original) eight (8) copies and 2 digital CD's of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"RFP # 13-007-01, Voice and Data Cable Services" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or

omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

### C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary signed by a duly authorized officer, employee, or agent of the organization/firm
2. Utilization Report ( Separate Attachment Form)
3. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements
  - b. Detail of how the respondent is qualified to provide the services required
  - c. A detailed description of the approach for accomplishing the services
4. Cost and Fees
  - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.
5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;

- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

## 6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

## 7. Additional Information

- a. A description of current relevant certifications of the Proposer's technical staff (see Attachment 2).
- b. A description of the current experience level of the Proposer's technical staff (see Attachment 2).
- c. A listing of the low voltage cabling installation and test equipment owned and operated by the Proposer (see Attachment 2).
- d. Any other relevant information about the capabilities of the Proposer deemed to be material (see Attachment 2).

# **XII PROPOSAL EVALUATION AND SELECTION**

## **A. EVALUATION PROCESS**

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee assembled by the Administrator of Human Resources which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications of personnel.
    - ii. Ability to present a clear understanding of the nature and scope of the project.
    - iii. Project methodology.
    - iv. Previous experience with similar projects.
    - v. Cost to the Shelby County Government as outlined in the budget estimate.
    - vi. Time frame for completion.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

## B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

**Attachment 1**

**Example Work Sign Off**

**Work Order#** \_\_\_\_\_ **Location of Work Performed:** \_\_\_\_\_

**Name of Inspector:** \_\_\_\_\_ **Date of Inspection:** \_\_\_\_\_

**Company that performed the work:** \_\_\_\_\_ **Representative:** \_\_\_\_\_

- 1. Has all debris/trash been removed from all areas where work was performed?**  
**Yes ( ) No ( ) If “No”, please explain:**

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- 2. Has the project been completed properly? (Per industry standards) ( )**  
**Yes ( ) No ( ) If “No”, please explain:**

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- 3. In the space below, please list any comments or observations about the completed work:**

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**Acceptance of Completion of Work**

**Warranty Start Date:** \_\_\_\_\_

**Inspector’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note:** No project will be considered “completed” until all of the specifications have been met, including all of the items on this checklist.

**Attachment 2**  
**Contractor Questionnaire (Page 1 of 4)**

Question	Answer
Does your company have a BISC I RCDD on staff, if not, how will you provide the RCDD services when requested?	
If you have an RCDD on staff, what is the RCDD certificate number?	
<b>Cat5e Reference Account #1:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Cat5e Reference Account #2:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Cat5e Reference Account #3:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
How many Cat5e cable installers, with more than 12 months Cat5e cable installation experience, does	



your company employ?	
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**Attachment 2**  
**Contractor Questionnaire (Page 2 of 4)**

Question	Answer
List any technical certifications that your employees currently have, related to Cat5e/Cat6/etc. network cabling?	
<b>Fiber-optic Reference Account #1:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Fiber-optic Reference Account #2:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Fiber-optic Reference Account #3:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	

**Attachment 2**

**Contractor Questionnaire (Page 3 of 4)**

Question	Answer
<b>Outside Plant Reference Account #1:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Outside Plant Reference Account #2:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
<b>Outside Plant Reference Account #3:</b>	
What is the Company's Name?	
Give a description of work performed?	
When was the job completed?	
Contact name at the Company?	
Contact phone number?	
How many fiber-optic cable installers, with more than 12 months fiber-optic cable installation experience, does your company employ?	
List any technical certifications that your employees currently have, related to fiber-optic network cabling?	

## **Attachment 2**

### **Contractor Questionnaire (Page 4 of 4)**

Question	Answer
How many fiber-optic cable installers, with more than 12 months experience terminating fiber with Corning UniCam connectors, does your company employ?	
Does your company currently own a Corning UniCam termination kit?	
Does your company currently own a Corning X-75 or better Fusion Splicer? (if no, please list the brand/model of Fusion Splicer your company uses?)	
What brand/model equipment or method does your company currently employ for permanent cable labeling?	
What brand/model Cat5e Certification Test equipment does your company currently use for certification of Cat5e cables?	
What brand/model fiber-optic test equipment does your company currently use for measuring light-signal loss?	
What brand/model fiber-optic test equipment does your company currently use for locating problems?	
What brand/model cable locator equipment does your company currently use to locate existing buried cable?	

**Attachment 3**  
**Price Schedule – (Page 1 of 3)**

**The Contractor proposes the following prices for the services and materials listed.**

**1. Labor Pricing**

The Contractor will use the following standard rates for all non-fixed unit work requested by the County:

RCDD Consulting Rates:

Monday through Friday – 8:00 a.m. to 5:00 p.m.                      \$\_\_\_\_\_ per hour

Install Team Supervisor / Lead Rates:

Monday through Friday – 8:00 a.m. to 5:00 p.m.                      \$\_\_\_\_\_ per hour

Monday through Friday – 5:00 p.m. to 8:00 a.m.                      \$\_\_\_\_\_ per hour

Weekends (Saturday and Sunday)    \$\_\_\_\_\_ per hour

Contractor Holidays    \$\_\_\_\_\_ per hour

Install Team Member Rates:

Monday through Friday – 8:00 a.m. to 5:00 p.m.                      \$\_\_\_\_\_ per hour

Monday through Friday – 5:00 p.m. to 8:00 a.m.                      \$\_\_\_\_\_ per hour

Weekends (Saturday and Sunday)    \$\_\_\_\_\_ per hour

Contractor Holidays    \$\_\_\_\_\_ per hour

**Attachment 3**  
**Price Schedule – (Page 2 of 3)**

**2. Fixed, Installed Unit Pricing for Voice and Data Station Cable**

The Contractor will provide pricing information for the following types and configurations of voice and data station cables. The unit prices must include:

- Cost of the cable (in the lengths specified), and the labor to install the cable (assuming lift-out ceilings, pre-existing J-Hooks, and hollow sheetrock walls at the station end or utilizing County-provided conduit)
- Cost of the jacks and one (1) faceplate
- Cost of labor to terminate, test, and label the cable at both ends
- Do NOT include materials cost of patch panels or BIX termination blocks, since these would be priced independently depending on scope of the specific job.

Single Voice Cable Pull – Provide pricing for one (1) (Plenum) Mohawk / CDT Category 3 unshielded twisted pair, copper cable, terminated on BIX termination block at the closet / IDF end and terminated in Leviton Quickport, 6-wire USOC Cat-3 jack (part number 41106-RA6) at the station end, installed in a single one-outlet faceplate at the station end:

Up to 100 feet: \$\_\_\_\_\_ 101 to 200 feet: \$\_\_\_\_\_ 201 to 300 feet: \$\_\_\_\_\_

Single Data Cable Pull – Provide pricing for one (1) (Plenum) Mohawk / CDT Category 5e unshielded twisted pair, copper cable, terminated in Leviton GigaMax Cat-5e RJ45 jacks at both ends, installed in a single one-outlet faceplate at the station end:

Up to 100 feet: \$\_\_\_\_\_ 101 to 200 feet: \$\_\_\_\_\_ 201 to 300 feet: \$\_\_\_\_\_

Dual Data Cable Pull – Provide pricing for two (2) (Plenum) Mohawk / CDT Category 5e unshielded twisted pair, copper cables, terminated in Leviton GigaMax Cat-5e RJ45 jacks at both ends, assuming both cables are pulled simultaneously with jacks installed in a single, two-outlet faceplate at the station end:

Up to 100 feet: \$\_\_\_\_\_ 101 to 200 feet: \$\_\_\_\_\_ 201 to 300 feet: \$\_\_\_\_\_

Single Voice/Dual Data Cable Pull – Provide pricing for one (1) (Plenum) Mohawk / CDT Category 3 unshielded twisted pair, copper cable, terminated on BIX termination block at the closet / IDF end and terminated in Leviton Quickport, 6-wire USOC Cat-3 jack (part number 41106-RA6) at the station end, and two (2) (Plenum) Mohawk / CDT Category 5e unshielded twisted pair, copper cables, terminated in Leviton GigaMax Cat-5e RJ45 jacks at both ends, and assuming all cables are pulled simultaneously from the same closet / IDF with jacks installed in a single, three-outlet faceplate at the station end:

Up to 100 feet: \$\_\_\_\_\_ 101 to 200 feet: \$\_\_\_\_\_ 201 to 300 feet: \$\_\_\_\_\_

**Attachment 3**  
**Price Schedule – (Page 3 of 3)**

**3. Fixed, Materials Unit Pricing**

The Contractor shall provide pricing on the following materials (including materials and freight costs):

BIX Frame-250 pair	\$_____
BIX Termination Block-25 pair	\$_____
BIX Designation Strips – 10 pack	\$_____
Leviton QuickPort, Cat-3, 6-wire jack (41106-RA6)	\$_____
Leviton GigaMax Cat-5e, RJ-45 jack (5G108-RE5)	\$_____
Leviton Quickport Single Gang 3-port wall plate (40803-BA)	\$_____
Leviton Quickport 6-port surface mount housing (41089-6IP)	\$_____
Leviton Quickport High Density Patch Panel, 24-port, 1U (49255-H24)	\$_____
25-Pr. Lucent Building Entrance Terminal	\$_____
50-Pr. Lucent Building Entrance Terminal	\$_____
100-Pr. Lucent Building Entrance Terminal	\$_____
Lucent Gas Protectors (Tubes), ea.	\$_____
Chatsworth 2-post Floor Rack 7 ft. x 19in (46353-X03)	\$_____
Allen Tel 3 ft. Category 5e Patch Cable (AT1503EV-BU)	\$_____
Allen Tel 5 ft. Category 5e Patch Cable (AT1505EV-BU)	\$_____
Allen Tel 7 ft. Category 5e Patch Cable (AT1507EV-BU)	\$_____
Allen Tel 14 ft. Category 5e Patch Cable (AT1514EV-BU)	\$_____
Allen Tel 25 ft. Category 5e Patch Cable (AT1525EV-BU)	\$_____

**Attachment 4**  
**Detailed Cabling Process – (Page 1 of 3)**

**The following is the cabling request, documentation, and certification process adopted by Shelby County Information Technology as of November 15, 2009.**

**New Cabling Installation or Moves, Adds, and Changes (MACs)**

1. A Shelby County Department (Customer/Requestor) contacts the Shelby County Information Technology Services's (ITS) Service Desk to request cabling services.
2. The Service Desk representative records the Customer's designated "Point of Contact" and basic project details into a Work Order in the ITS Service Desk Express (SDE) project tracking system.
3. An ITS internal group will initially be assign the Work Order for review and drawing attachment, if available, before forwarding it on to the cabling Contractor's own SDE queue. (NOTE: Shelby County ITS will assist in setting up access to the SDE system from the Contractor's location, as well as provide training on use of SDE. Contractor must have at least one (1) available PC with broadband Internet access.)
4. Contractor will automatically receive an email, generated by SDE that a Work Order has been assigned to their queue.
5. Contractor retrieves the information from the Work Order and contacts the Requestor to schedule a site visit to determine specific details of the project.
6. Contractor performs a site visit and notates requested cabling on drawing. (Note: Drawings may be supplied by ITS to Contractor if available however, if none are available, it is the Contractor's responsibility to create a rudimentary floor plan for quotation and As-built purposes.)
7. Contractor will formulate pricing based on difficulty, materials, labor, etc. and provide a formal quote accompanied by the project drawing, via email, to the Requestor and will also "attach" both files to the Work Order in SDE.

**Attachment 4**  
**Detailed Cabling Process – (Page 2 of 3)**

8. Once a quote has been issued by the Contractor, any and all changes to the scope of work by the Requestor that incurs addition costs to the Contractor will be treated as a completely different request and will require its own Work Order be opened in the same manner as the original request.
9. The Requestor will then have 45 days to procure a Purchase Order from Shelby County Purchasing for funding of the project. (NOTE: If after 45 days the Requestor has not offered proof they are actively seeking a Purchase Order, ITS may at its discretion cancel the project in its entirety due to lack of interest on the part of the Requestor.)
10. Provided the project is not cancelled, the Contractor will receive a Purchase Order from Shelby County Purchasing showing the funds have been reserved for the project to be completed.
11. Contractor can then order materials needed and contact the Requestor to setup a time when the work can be done.
12. Upon completion of the work, the Contractor will attach test results, as-builts, and an invoice to the Work Order in SDE and will also email same to the Requestor, notifying them the project is complete.
13. The Requestor or an ITS representative will ensure the work was completed properly by completing a Job Completion Checklist. **(See Attachment 1)**
14. Requestor will authorize Purchasing to release the funds to the Contractor per the Invoice.
15. Upon receipt of payment, the Contractor will close the Work Order in SDE.
16. End “New Cabling or MACs”.



**Attachment 4**  
**Detailed Cabling Process – (Page 3 of 3)**

**Existing Cabling Non-Emergency and Emergency Repairs**

1. A network or telephone problem is reported to the Information Technology Services's (ITS) Service Desk and a Work Order is created in SDE.
2. The Work Order is assigned to an ITS group for repairs coordination.
3. ITS will assess the problem and, based on how critical the outage, will either contact the Contractor via phone immediately, or will use the process as described above to implement the repairs.
4. In the case of a repair, ITS will almost always be the requestor.
5. In an Emergency situation, the Contractor will be required to perform repairs in lieu of an active Purchase Order. ITS accepts responsibility for ensuring the Contractor is reimbursed for materials, rentals, and labor during the repair of the critical outage.
6. On the next business day, ITS will forward the Work Order to the Contractor so notes can be added and an invoice attached.
7. ITS will request a Purchase Order from Shelby County Purchasing to cover the costs of the repairs.
8. Once the Purchase Order is issued, ITS will authorize the payment to be released to the Contractor.
9. End "Repairs".